

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

ROOT, INC. <i>et al.</i> ,)	
)	
Plaintiffs,)	Judge Sarah D. Morrison
)	
v.)	Magistrate Judge Elizabeth Preston Deavers
)	
Brinson Caleb "BC" SILVER, <i>et al.</i>)	Case No. 2:23-cv-00512
)	
Defendants.)	

**MOTION OF RECEIVER, JERRY E. PEER, JR., TO SELL
CERTAIN REAL PROPERTY OF DEFENDANT, ECLIPSE HOME DESIGN, LLC,
AT PRIVATE SALE, FREE AND CLEAR OF ALL INTERESTS, LIENS, CLAIMS AND
ENCUMBRANCES AND TO DISTRIBUTE PROCEEDS OF SALE**

Now comes the Court appointed receiver herein, Jerry E. Peer, Jr., ("Receiver"), by and through undersigned counsel, and moves the Court for authority to sell the real property owned by Eclipse Home Design, LLC located at and commonly known as 9125 North Bayshore Drive, Miami Shores, Florida 33138, Parcel No. 11-32-05-001-0590, pursuant to the terms and conditions of and as more fully described in the "*As Is*" Residential Contract For Sale And Purchase attached hereto as "Exhibit A" (the "Purchase Agreement"), free and clear of any and all interests, liens, claims and encumbrances, as well as any right of redemption, with the interests, liens, claims and encumbrances transferred to the proceeds of sale, and to approve the Receiver's proposed distribution of proceeds of sale. Receiver respectfully requests expedited briefing as to this motion.

A Memorandum in Support of this Motion is attached hereto.

Respectfully submitted,

PETERSON CONNERS LLP

/s/ Istvan Gajary
GREGORY S. PETERSON (0061915)

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Counsel for Receiver, Jerry E. Peer, Jr.

MEMORANDUM IN SUPPORT

I. INTRODUCTION

1. In accordance with the requirements of this Court’s *Order*, filed May 12, 2023 [Doc. # 99], *Order Appointing Receiver*, filed May 17, 2023 [Doc. # 101], and *Order Amending Order Appointing Receiver*, filed June 7, 2023 [Doc. # 120] (hereinafter collectively “Receiver Order”), Jerry E. Peer, Jr. (“Receiver”), was appointed as Receiver of all monetary and real property assets of Mr. Brinson Caleb Silver, Collateral Damage, LLC and Eclipse Home Design, LLC (hereinafter collectively “Defendants”). Since his appointment, Receiver has taken possession and control of the real estate of Defendant located at 9125 North Bayshore Drive, Miami, Florida 33138; Parcel No. 11-32-05-001-0590 (“Property”). Pursuant to the Receiver’s Order, Receiver has further been engaged for the purpose of negotiating and effecting an orderly sale of the Property in or outside the ordinary course of business. Receiver Order at p. 9, ¶ 2(k). Since taking possession of the Property Receiver has conducted preliminary determinations of the value of the Property in its present condition and if renovations were completed. In light of the current market conditions and due to a pending foreclosure action, Receiver has determined that it is in the best interests of the receivership estate, and its respective creditors, to sell the Property at private sale as this will generate the highest net return to the receivership estate.

II. LAW AND ARGUEMENT

2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 754, 959 and 1692, Rule 66 of the Federal Rules of Civil Procedure, this Court’s inherent powers, and Ohio laws where applicable.

3. In accordance with the requirements of this Court’s Order, filed May 12, 2023 [Doc. # 99], Order Appointing Receiver, filed May 17, 2023 [Doc. # 101], and Order Amending Order Appointing Receiver, filed June 7, 2023 [Doc. # 120] (hereinafter collectively “Receiver Order”), Jerry E. Peer, Jr. (“Receiver”), was appointed as Receiver of all monetary and real property assets of Mr. Brinson Caleb Silver, Collateral Damage, LLC and Eclipse Home Design, LLC (hereinafter collectively “Defendants”).

4. Pursuant to the Receiver Order,

The Receiver is authorized to negotiate and effect an orderly sale, transfer, use, or assignment of all or a portion of any of the Property in or outside of the ordinary course of business of the Receivership Defendants and, from the proceeds thereof, to pay the secured and unsecured indebtedness of the Property, including the Real Property. Payments to creditors by the Receiver shall include trade indebtedness which arises during the course of the Receiver’s operation of the Property, which shall be paid first from the sale proceeds, together with the fees and expenses of the Receiver and his attorneys, accountants, and other professionals. The Receiver is authorized to conduct such a sale of the Property in any manner which he, in his good faith and reasonable discretion, believes will maximize the proceeds received from the sale....

See Receiver Order, ¶ 2(k).

Further, paragraphs 12(v) and (w) authorized the Receiver to retain a broker to market or sell the Receivership Property and to employ such person or entities as may be necessary to accomplish the Receiver’s duties.

5. Further, it is well-established, “[a] judge who finds it necessary to appoint a Receiver should see that the entity, and therefore assets, are liquidated as economically and

speedily as possibly unless its continuance is demonstrated to be beneficial to the creditors.

Jones v. Proctorville (1961 C.A. 6, Ohio) 290 F. 2d 49.

6. Pursuant to this Court’s *Order Granting Motion of Receiver, Jerry E. Peer, Jr., To Employ Serhant and Marco Tiné as Real Estate Broker*, filed November 17, 2023 [Doc. # 189] (“Sale Order”), Receiver engaged Serhant and Marco Tiné (collectively “Broker”), pursuant to the terms and conditions of the *Exclusive Right of Sale Listing Agreement* (“Listing Agreement”) approved by the Sale Order, to list the Property. The Motion to Employ Serhant and Marco Tiné and the Sale Order was timely served on all parties to this action.

7. From January 6, 2024, through January 12, 2024, the Receiver and Broker offered the Property for private sale by and through Broker. As a result, there were five showings, numerous other inquiries, with a result of two offers.

8. Through the efforts of Receiver and Broker, Antonio Hidalgo and Gisella Rivera (collectively “Buyer”) has been identified as a potential purchaser for the Property. The Receiver and Buyer have engaged in arm’s length and good faith negotiations regarding the sale of the Property. As a result of these negotiations, Receiver and Buyer have entered into the “*AS-IS: Residential Contract For Sale and Purchase*” (“Purchase Agreement,”) attached hereto as “**Exhibit A**,” being contingent upon the approval of this Court.

9. By this Motion, Receiver seeks this Court’s approval of the Purchase Agreement, to sell the Property free and clear of any and all interests, liens, claims, and encumbrances, as well as any right of redemption, with the interests, liens, claims, and encumbrances attaching to the net proceeds of sale, which shall be disbursed to the secured creditor(s) holding valid and existing liens, in order of their respective priorities. Apart from the Treasurer of Dade County, Florida, to whom the real estate taxes will be paid at closing, the only secured creditor is Miami

555, LLC, whose interests, mortgages, fixture filings, and assignments of leases and rents—the Mortgages, with respect to the Real Estate are set forth in the Complaint and the Receiver Order, or have otherwise been identified in these proceedings.

10. The Receiver in his business judgment has determined, based upon the circumstances that a sale of Property, pursuant to the terms of the Purchase Agreement, is in the best interest of the creditors of the receivership estate

11. The Receiver requests that any order approving the sale of the Property include findings of the Court that the purchase of the property is commercially reasonable, has been negotiated in good faith and that the offer of Buyer is fair and reasonable and represents the highest and best offer under the circumstances.

12. Any person or entity asserting an ownership interest in the Property or any creditor of Defendant that believes that it has a lien on the Property, which has priority over the mortgages and security interests of Miami 555, LLC other than the Dade County Treasurer, must file an objection to this Motion within the time established by this Court.

13. In light of the fact that it is the duty of the Receiver to act for the benefit of all creditors, Receiver requests that the Property be sold pursuant to the terms of the Purchase Agreement. Receiver believes that a sale of the Property at this time is in the best interests of the receivership estate. Receiver believes and represents that this sale is commercially reasonable. Receiver further offers that this private sale is the most efficient and economical means to dispose of the Property.

III. DISTRIBUTION OF SALE PROCEEDS

14. After receipt of all credits provided for under the Purchase Agreement, proceeds of the sale paid at closing shall be distributed in accordance at Closing and/or by Receiver as follows:

14.01 First, to the Clerk of Courts to pay any outstanding court costs;

- 14.02 Second, to pay outstanding real property taxes and assessments pro-rated through the date of the Closing, if any, or as otherwise provided in the Purchase Contract;
- 14.03 Third, to pay all closing costs attributable to the Receiver as Seller;
- 14.04 Fourth, if deemed necessary by Receiver, an amount to be determined by Receiver as sufficient to cover existing and future anticipated administrative expenses, including Receiver and counsel to Receiver fees and expenses ("Receiver Holdback"), which shall be held by Receiver to cover the costs of the Receivership estate. Any amount remaining over and above the Receiver Holdback shall be distributed pursuant to subsections 14.05-14.06 below.
- 14.05 Fifth, to Miami 555, LLC in satisfaction of its note and mortgage against the Property.
- 14.06 Sixth, once all administrative fees and expenses have been paid and a sufficient Receiver Holdback determined, the remaining proceeds held by Receiver pending further order of this Court.

Receiver respectfully requests expedited briefing as to this motion.

WHEREFORE, the Receiver respectfully requests that the Court enter an order: (i) authorizing the Receiver to sell the Property free and clear of any and all liens, claims, encumbrances, and other interests with said liens, claims, encumbrances, and other interests attaching to the net proceeds of sale; (ii) approving the Purchase Agreement; (iii) granting the Receiver authority to distribute the sale proceeds as stated in Paragraph 14 of this Motion; and (iv) granting such other and further relief as the Court deems appropriate pursuant to applicable law or in equity.

Respectfully submitted,

PETERSON CONNERS LLP

/s/ Istvan Gajary
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Counsel for Receiver, Jerry E. Peer, Jr.

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing was filed electronically on this 19th day of January 2024 with the Clerk of Court using the CM/ECF system. Service will be made through the Court's CM/ECF system on all parties and attorneys so registered, and all parties may access this filing through the Court's system.

A copy was also sent by regular U.S.P.S. mail to the following:

BRINSON CALEB SILVER
BUTLER COUNTY JAIL
Inmate No. 303850
705 Hanover Street
Hamilton, Ohio 45011

COLLATERAL DAMAGE, LLC
c/o BRINSON CALEB SILVER
BUTLER COUNTY JAIL
Inmate No. 303850
705 Hanover Street
Hamilton, Ohio 45011

ECLIPSE HOME DESIGN, LLC
c/o BRINSON CALEB SILVER
BUTLER COUNTY JAIL
Inmate No. 303850
705 Hanover Street
Hamilton, Ohio 45011

Paige McDaniel
5576 Alexanders Lake Rd.
Stockbridge, Georgia 30281

/s/ Istvan Gajary
GREGORY S. PETERSON (0061915)
JERRY E. PEER, JR. (0075128)
ISTVAN GAJARY (0089084)



"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

1* **PARTIES:** Eclipse Home Design LLC ("Seller"),
 2* and Antonio Hidalgo & Gisella Rivera ("Buyer"),

3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
 4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
 5 and any riders and addenda ("Contract"):

6 1. PROPERTY DESCRIPTION:

7* (a) Street address, city, zip: 9125 N Bayshore Dr, Miami Shores, FL 33138
 8* (b) Located in: Miami-Dade County, Florida. Property Tax ID #: 11-32-05-001-0590
 9* (c) Real Property: The legal description is WATERSEDGE PB 9-141 LOT C LESS W25FT and LESS S12.5FT
 10 LOT SIZE 50.000 X 167 OR 15973-3580 15991-2804 0693 1 COC 24849-1532 04 2006 1

11 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
 12 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
 13 by other terms of this Contract.

14 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
 15 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
 16 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods
 17 and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s),
 18 doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access
 19 devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").

20 Other Personal Property items included in this purchase are: _____

21* Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

22 (e) The following items are excluded from the purchase: _____
 23
 24*
 25

26* PURCHASE PRICE AND CLOSING

27* **2. PURCHASE PRICE (U.S. currency):** \$ 3,700,000.00

28* (a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** \$ 185,000.00

29 The initial deposit made payable and delivered to "Escrow Agent" named below

30* **(CHECK ONE):** (i) accompanies offer or (ii) is to be made within 3 (if left
 31 blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN
 32 OPTION (ii) SHALL BE DEEMED SELECTED.

33* Escrow Agent Name: Alex Sirulnik PA

34* Address: 2199 Ponce de Leon Coral Gables FL 33134 Phone: 305-443-7211

35* E-mail: _____ Fax: _____

36* (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10)
 37* days after Effective Date \$ 185,000.00

38 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

39* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 _____

40* (d) Other: _____ \$ _____

41 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
 42* transfer or other Collected funds (see STANDARD S) \$ 3,330,000.00

43 3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

44 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
 45* January 11, 2024, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
 46 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
 47 the counter-offer is delivered.

48 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
 49 initialed and delivered this offer or final counter-offer ("Effective Date").

50 4. CLOSING; CLOSING DATE: The closing of this transaction shall occur when all funds required for closing are
 51 received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be
 52 furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

GR

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Buyer's Initials

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Seller's Initials

53* this Contract, the Closing shall occur on _____ or before 30 business days _____ ("Closing Date"), at the time
 54 established by the Closing Agent.

55 **5. EXTENSION OF CLOSING DATE:**

56 (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial
 57 Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is
 58 checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be
 59 extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7
 60 days.
 61 (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the
 62 unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be
 63 extended as provided in STANDARD G.

64 **6. OCCUPANCY AND POSSESSION:**

65 (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property
 66 to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all
 67 personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and
 68 codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss
 69 to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and
 70 shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-
 71 CLOSING OCCUPANCY BY BUYER.
 72 (b) **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is
 73 subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after
 74 Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof
 75 shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all
 76 within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of
 77 occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such
 78 election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the
 79 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s)
 80 and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not
 81 be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after
 82 Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

83* **7. ASSIGNABILITY: (CHECK ONE):** Buyer may assign and thereby be released from any further liability under
 84* this Contract; may assign but not be released from liability under this Contract; or may not assign this Contract.
 85 IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

86 **FINANCING**

87 **8. FINANCING:**

88* (a) This is a cash transaction with no financing contingency.

89* (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan
 90* Approval Period"): (1) Buyer obtaining approval of a conventional FHA VA or other _____
 91* (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** fixed, adjustable, fixed or
 92 adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left
 93 blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30)
 94 years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation
 95 of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required
 96 for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

97* (i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date
 98 and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of
 99 Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this
 100 Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval
 101 unless Rider V is attached.

102 Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall
 103 be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes,
 104 but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender
 105 and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

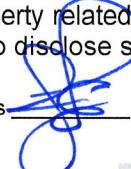
106 (ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's
 107 mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions
 108 of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

Buyer's Initials

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Seller's Initials



109 and progress and release preliminary and finally executed closing disclosures and settlement statements, as
 110 appropriate and allowed, to Seller and Broker.

111 (iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing
 112 prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval
 113 Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver
 114 written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

115 (iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the
 116 terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by
 117 delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided
 118 Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer
 119 and Seller from all further obligations under this Contract.

120 (v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller
 121 prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though
 122 Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate
 123 this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval
 124 Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit
 125 thereby releasing Buyer and Seller from all further obligations under this Contract.

126 (vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer
 127 thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's
 128 default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan
 129 Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by
 130 other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer
 131 and Seller from all further obligations under this Contract.

132* (c) Assumption of existing mortgage (see Rider D for terms).

133* (d) Purchase money note and mortgage to Seller (see Rider C for terms).

134 CLOSING COSTS, FEES AND CHARGES

135 9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

136 (a) COSTS TO BE PAID BY SELLER:

- 137 • Documentary stamp taxes and surtax on deed, if any
- 138 • Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- 139 • Title search charges (if Paragraph 9(c)(iii) is checked)
- 140* • Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- 141 • Charges for FIRPTA withholding and reporting

142 If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11
 143 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at
 144 Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay
 145 such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

146 (b) COSTS TO BE PAID BY BUYER:

- 147 • Taxes and recording fees on notes and mortgages
- 148 • Recording fees for deed and financing statements
- 149 • Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- 150 • Survey (and elevation certification, if required)
- 151 • Lender's title policy and endorsements
- 152 • HOA/Condominium Association application/transfer fees
- 153 • Municipal lien search (if Paragraph 9(c)(ii) is checked)
- 154* • Other: _____

- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c)(iii) is checked.)

155* (c) TITLE EVIDENCE AND INSURANCE: At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked,
 156 then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida
 157 licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title
 158 Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be
 159 obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property,
 160 Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy
 161 premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set
 162 forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated
 163 and allocated in accordance with Florida law, but may be reported differently on certain federally mandated
 164 closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a
 165 _____

Buyer's Initials 



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Seller's Initials 

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165
166 search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded
167 liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.
168

(CHECK ONE):

(i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

(ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

(iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent. Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$_____ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, Buyer Seller N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

(a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

(b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

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221 or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and
 222 Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or
 223 flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage
 224 through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer
 225* may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after
 226 Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further
 227 obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone
 228 designation of Property.

229 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure
 230 required by Section 553.996, F.S.

231 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is
 232 mandatory.

233 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS
 234 CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'
 235 ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

236 (h) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
 237 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO
 238 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY
 239 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
 240 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
 241 COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**

242 (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if
 243 Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer
 244 and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller
 245 is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status,
 246 under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD
 247 V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax
 248 advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to
 249 FIRPTA.

250 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are
 251 not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding
 252 sentence, Seller extends and intends no warranty and makes no representation of any type, either express or
 253 implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller
 254 has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected
 255 building, environmental or safety code violation.

256 PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

257 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the
 258 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS
 259 IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

260 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**

261* (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** *Buyer shall have _____ 5 (if left blank, then 15)
 262 days after Effective Date ("Inspection Period") within which to have such inspections of the Property
 263 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole
 264 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering
 265 written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely
 266 terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall
 267 be released of all further obligations under this Contract; however, Buyer shall be responsible for
 268 prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting
 269 from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the
 270 preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to
 271 terminate granted herein, Buyer accepts the physical condition of the Property and any violation of
 272 governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to
 273 Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all
 274 repairs and improvements required by Buyer's lender.*

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275 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior
 276 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and
 277 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal
 278 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS
 279 Maintenance Requirement and has met all other contractual obligations.

280 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection
 281 of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans,
 282 written documentation or other information in Seller's possession, knowledge, or control relating to
 283 improvements to the Property which are the subject of such open or needed permits, and shall promptly
 284 cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve
 285 such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,
 286 consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs
 287 or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to
 288 expend, any money.

289 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and
 290 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties
 291 to Buyer.

292 ESCROW AGENT AND BROKER

293 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds
 294 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow
 295 within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of
 296 this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting
 297 demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may
 298 take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or
 299 liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until
 300 the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine
 301 the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the
 302 dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon
 303 notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the
 304 extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will
 305 comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through
 306 mediation, arbitration, interpleader or an escrow disbursement order.

307 In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,
 308 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable
 309 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent
 310 shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to
 311 Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or
 312 termination of this Contract.

313 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,
 314 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate
 315 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property
 316 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the
 317 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or
 318 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**
GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND
FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,
WRITTEN OR OTHERWISE) OF BROKER. Buyer and Seller (individually, the "Indemnifying Party") each
 319 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and
 320 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at
 321 all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with
 322 or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of
 323 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or
 324 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task
 325 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,
 326 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services
 327 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

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331 Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and
 332 paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve
 333 Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker
 334 will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

335 DEFAULT AND DISPUTE RESOLUTION

336 15. DEFAULT:

337 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,
 338 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit
 339 for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and
 340 in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under
 341 this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's
 342 rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall
 343 be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share
 344 shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
 345 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after
 346 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,
 347 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting
 348 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific
 349 performance.

350 This Paragraph 15 shall survive Closing or termination of this Contract.

351 16. DISPUTE RESOLUTION:

352 Unresolved controversies, claims and other matters in question between Buyer and
 353 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled
 354 as follows:

355 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
 356 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
 357 16(b).
 358 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
 359 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
 360 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
 361 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
 362 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph
 363 16 shall survive Closing or termination of this Contract.

364 17. ATTORNEY'S FEES; COSTS:

365 The parties will split equally any mediation fee incurred in any mediation permitted
 366 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in
 367 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover
 368 from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the
 369 litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

370 STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

371 18. STANDARDS:

372 A. TITLE:

373 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in
 374 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall
 375 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at
 376 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance
 377 in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,
 378 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,
 379 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the
 380 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of
 381 entry; (d) unplattd public utility easements of record (located contiguous to real property lines and not more than
 382 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and
 383 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach
 384 addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing
 385 any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall
 386 be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance
 387 with law.

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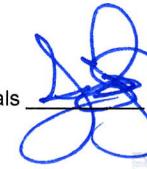
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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

386 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller
 387 in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is
 388 delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of
 389 receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after
 390 receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer
 391 shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver
 392 written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this
 393 Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If
 394 Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,
 395 deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which
 396 Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or
 397 (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has
 398 passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c)
 399 electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all
 400 further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and
 401 Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,
 402 thereby releasing Buyer and Seller from all further obligations under this Contract.

403 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon
 404 encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable
 405 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of
 406 such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later
 407 than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and
 408 Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a
 409 prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the
 410 preparation of such prior survey, to the extent the affirmations therein are true and correct.

411 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to
 412 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

413 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from
 414 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security
 415 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)
 416 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit
 417 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or
 418 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph
 419 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller
 420 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this
 421 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under
 422 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations
 423 thereunder.

424 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing
 425 statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or
 426 repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been
 427 improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all
 428 general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth
 429 names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges
 430 for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been
 431 paid or will be paid at Closing.

432 **F. TIME: Time is of the essence in this Contract.** Calendar days, based on where the Property is located, shall
 433 be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3,
 434 any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or
 435 inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5
 436 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or
 437 Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a
 438 day on which a national legal public holiday is observed.

439 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to exercise or perform any right or obligation under
 440 this Contract or be liable to each other for damages so long as performance or non-performance of the right or
 441 obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

442 caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather,
 443 earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of
 444 terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by
 445 exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome.
 446 The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents
 447 performance, non-performance, or the availability of services, insurance or required approvals essential to Closing.
 448 All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time
 449 up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however,
 450 if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond
 451 Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit
 452 shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

453 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,
 454 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters
 455 described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be
 456 transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this
 457 Contract.

458 **I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

459 (i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by
 460 the party paying for the owner's policy of title insurance and will take place in the county where the Real Property
 461 is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title
 462 insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic
 463 means.

464 (ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of
 465 sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s),
 466 owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid
 467 receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable,
 468 the survey, flood elevation certification, and documents required by Buyer's lender.

469 (iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury
 470 Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer
 471 shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial
 472 Owners, including photo identification, and related to the transaction contemplated by this Contract which are
 473 required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to
 474 Closing Agent's collection and report of said information to IRS.

475 (iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment
 476 provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing
 477 procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing**
 478 **funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

479 **J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide
 480 for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following
 481 escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent
 482 for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of
 483 Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from
 484 date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all
 485 Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and,
 486 simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-
 487 convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand
 488 for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect
 489 except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

490 **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of
 491 the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes
 492 (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments
 493 imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents
 494 and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable,
 495 in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required
 496 by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited
 497 to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on
 498 current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

499 is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's
 500 assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements
 501 on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st
 502 of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be
 503 agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an
 504 informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the
 505 maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an
 506 estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K
 507 shall survive Closing.

508 **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller
 509 shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections,
 510 including a walk-through (or follow-up walk-through if necessary) prior to Closing.

511 **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty
 512 ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not
 513 exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed
 514 pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated
 515 cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of
 516 restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase
 517 Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of
 518 Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the
 519 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation
 520 with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

521 **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with
 522 Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate
 523 in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however,
 524 cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent
 525 upon, nor extended or delayed by, such Exchange.

526 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT
 527 EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public or official records. This
 528 Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in
 529 interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and
 530 delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party
 531 shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail,
 532 facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures
 533 hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic
 534 signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

535 **P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement
 536 of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or
 537 representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change
 538 in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended
 539 to be bound by it.

540 **Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this
 541 Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or
 542 rights.

543 **R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten
 544 or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

545 **S. COLLECTION or COLLECTED:** "Collection" or "Collected" means any checks tendered or received, including
 546 Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing
 547 Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent
 548 until such amounts have been Collected in Closing Agent's accounts.

549 **T. RESERVED.**

550 **U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State
 551 of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the
 552 county where the Real Property is located.

553 **V. FIRPTA TAX WITHHOLDING:** If a seller of U.S. real property is a "foreign person" as defined by FIRPTA,
 554 Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15%
 555 of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

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Buyer's Initials

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Seller's Initials

556 (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate
 557 from the IRS authorizing a reduced amount of withholding.

558 (i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can
 559 provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury,
 560 stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and
 561 home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer
 562 shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds
 563 to the IRS.

564 (ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced
 565 or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the
 566 reduced sum required, if any, and timely remit said funds to the IRS.

567 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has
 568 provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been
 569 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller
 570 on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in
 571 escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the
 572 parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted
 573 directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

574 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this
 575 transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the
 576 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for
 577 disbursement in accordance with the final determination of the IRS, as applicable.

578 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms
 579 8288 and 8288-A, as filed.

580 **W. RESERVED**

581 **X. BUYER WAIVER OF CLAIMS:** *To the extent permitted by law, Buyer waives any claims against Seller
 582 and against any real estate licensee involved in the negotiation of this Contract for any damage or defects
 583 pertaining to the physical condition of the Property that may exist at Closing of this Contract and be
 584 subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This
 585 provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive
 586 Closing.*

587 **ADDENDA AND ADDITIONAL TERMS**

588* **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this
 589 Contract (Check if applicable):

<input type="checkbox"/> A. Condominium Rider	<input type="checkbox"/> M. Defective Drywall	<input type="checkbox"/> X. Kick-out Clause
<input type="checkbox"/> B. Homeowners' Assn.	<input type="checkbox"/> N. Coastal Construction Control Line	<input type="checkbox"/> Y. Seller's Attorney Approval
<input type="checkbox"/> C. Seller Financing	<input type="checkbox"/> O. Insulation Disclosure	<input type="checkbox"/> Z. Buyer's Attorney Approval
<input type="checkbox"/> D. Mortgage Assumption	<input type="checkbox"/> P. Lead Paint Disclosure (Pre-1978)	<input type="checkbox"/> AA. Licensee Property Interest
<input type="checkbox"/> E. FHA/VA Financing	<input type="checkbox"/> Q. Housing for Older Persons	<input type="checkbox"/> BB. Binding Arbitration
<input type="checkbox"/> F. Appraisal Contingency	<input type="checkbox"/> R. Rezoning	<input type="checkbox"/> CC. Miami-Dade County Special Taxing District
<input type="checkbox"/> G. Short Sale	<input type="checkbox"/> S. Lease Purchase/ Lease Option	<input type="checkbox"/> DD. Seasonal/Vacation Rentals
<input type="checkbox"/> H. Homeowners/Flood Ins.	<input type="checkbox"/> T. Pre-Closing Occupancy	<input type="checkbox"/> EE. PACE Disclosure
<input type="checkbox"/> I. RESERVED	<input type="checkbox"/> U. Post-Closing Occupancy	<input type="checkbox"/> Other: _____
<input type="checkbox"/> J. Interest-Bearing Acct.	<input type="checkbox"/> V. Sale of Buyer's Property	
<input type="checkbox"/> K. RESERVED	<input type="checkbox"/> W. Back-up Contract	
<input type="checkbox"/> L. RESERVED		

DS
GR

DS
AH



Buyer's Initials _____

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Page 11 of 13

Seller's Initials _____

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590* **20. ADDITIONAL TERMS:** Buyer is also acting as Real Estate Agent in this transaction.

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① SALE IS CONTINGENT UPON COURT APPROVAL BY
UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT
OF OHIO

② SELLER MAKES NO REPRESENTATIONS OR WARRANTIES
REGARDING THE PROPERTY

608 **COUNTER-OFFER**609* Seller counters Buyer's offer.610 [The remainder of this page is intentionally left blank.
611 This Contract continues with line 612 on Page 13 of 13.]Buyer's Initials GRSeller's Initials alt

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THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

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THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

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Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

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AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

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ATTENTION: SELLER AND BUYER

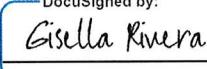
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CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

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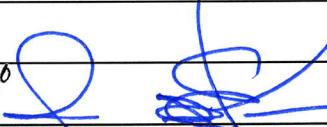
At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

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Buyer: 
DocuSigned by:
Gisella Rivera

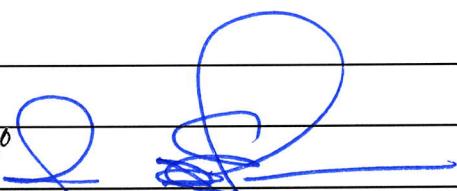
Date: 1/12/2024

632*

Buyer: 
DocuSigned by:
Antonio Hidalgo

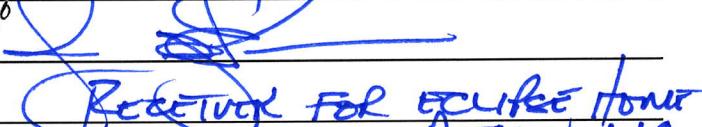
Date: 1/12/2024

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Seller: 
OE9E3B3E836049C...

Date: 1/12/2024

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Seller: 
RECEIVED FOR ECLIPSE HOME DESIGN, LLC

Date: _____

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Buyer's address for purposes of notice
1006 NE 97 St
Miami Shores, FL 33138

Seller's address for purposes of notice
1111 Lincoln Rd Miami Beach FL 33139

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BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

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Gisella Rivera

Marco Tine

Cooperating Sales Associate, if any

Listing Sales Associate

Florida Realty of Miami Corp

Serhant

Cooperating Broker, if any

Listing Broker

ADDENDUM TO “AS IS” RESIDENTIAL CONTRACT FOR SALE AND PURCHASE

This Addendum to Contract for Sale and Purchase (this “Addendum”) is made as of this ____ day of January, 2024, by and between Eclipse Home Design LLC (the “Seller”), and Antonio Hidalgo and Giselle Rivera (“Buyer”). Buyer and Seller shall be collectively referred to as the “Parties.”

RECITALS

A. WHEREAS, Buyer and Seller entered into that certain “As-Is” Contract for Sale and Purchase for the sale of the property located at 9125 N. Bayshore Drive, Miami Shores, Florida 33138 (the “Property”) on January 12, 2024 (including any and all amendments or addenda thereto, the “Agreement”); and

B. WHEREAS, the Parties desire to amend the Agreement in certain respects as more particularly set forth below.

NOW, THEREFORE, in consideration of the execution and delivery of this Addendum, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals; Defined Terms; Conflicts. The foregoing recitals are true and correct and are incorporated herein as if repeated at length. Unless the context otherwise requires, all initial capitalized terms used but not defined in this Addendum shall have the meaning or meanings given to such terms in the Agreement. This Addendum shall be deemed a part of, but shall take precedence over and supersede any provisions to the contrary contained in the Agreement. All references to the Agreement or this Addendum shall be deemed to refer to the Agreement as modified by this Addendum, unless the context otherwise requires.

2. Escrow Agent. The Parties hereby agree that the Escrow Agent in Section 2(a) of the Agreement is revised to:

Aspuru Caraballo Faria P.A.
135 San Lorenzo Avenue, Suite 850
Coral Gables, Florida 33146
786.901.8755
afaria@acf-law.com

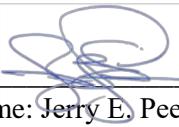
3. Counterparts. The Parties acknowledge and agree that this Addendum may be executed in multiple counterparts, and transmitted via facsimile, each such counterpart (whether transmitted via facsimile or otherwise), when executed, shall constitute an integral part of one and the same document between the Parties.

4. Modification; Survival. Except as expressly modified by this Addendum, the provisions of the Agreement are hereby expressly ratified and confirmed. This Addendum shall survive closing.

EXECUTED as of the date and year first written above.

SELLER:

Eclipse Home Design LLC

By: 

Name: Jerry E. Peer, Jr.

Title: Receiver

BUYER:

Antonio Hidalgo

Antonio Hidalgo

Giselle Rivera

Giselle Rivera